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7 UNITED STATES DISTRICT COURT
8 CENTRAL DISTRICT OF CALIFORNIA
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10 [Plaintiff],) CASE NO. CV
11)
12 Plaintiff,) Referred for settlement proceedings to
13 v.) Magistrate Judge Suzanne H. Segal
14 [Defendant],)
15) ORDER RE SETTLEMENT CONFERENCE
16)
17) DATE:
18 Defendants.) TIME: 2:00 p.m.
19) PLACE: COURTROOM 23
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PLEASE READ THIS ORDER CAREFULLY - PLEASE REVIEW PARAGRAPHS 3,
4, 6, 8, 9, 10 AND 11 WHICH INCLUDE MANDATORY REQUIREMENTS FOR
ALL PARTIES WHO PARTICIPATE IN THIS CONFERENCE

This case has been referred to Magistrate Judge Suzanne H. Segal
for settlement proceedings.

The Settlement Conference is placed on calendar for **Monday,**
November 13, 2006 at 2:00 p.m., Courtroom 23, Third Floor, 312 N. Spring
Street, Los Angeles, California 90012.

1 The Magistrate Judge will not be involved in the actual trial of
2 the case and will assist the parties in an objective appraisal and
3 evaluation of the case. The following are guidelines for the parties in
4 preparing for the Settlement Conference.

5
6 1. The purpose of the Settlement Conference is to permit an
7 informal discussion between the attorneys, parties, non-party
8 indemnitors or insurers, and the settlement judge, of every aspect of
9 the case bearing on its settlement value.

10
11 2. Pursuant to Local Rule 16-14.8, all settlement proceedings
12 shall be confidential and no statement made therein shall be admissible
13 in any proceeding in the case, unless the parties otherwise agree. No
14 part of a settlement proceeding shall be reported or otherwise recorded,
15 without the consent of the parties, except for any memorialization of a
16 settlement.

17
18 3. Counsel who will try the case must be present. In addition,
19 a person with full settlement authority should likewise be present for
20 the conference. This requirement contemplates the physical presence of
21 your client or, if a corporate or governmental entity, of an authorized
22 and knowledgeable representative of your client. The plaintiff's
23 representative must have full and final authority, in the
24 representative's discretion, to authorize dismissal of the case with
25 prejudice, or to accept a settlement amount recommended by the
26 settlement judge down to the defendant's last offer made prior to the
27 settlement conference. The defendant's representative must have final
28 settlement authority to commit the defendant to pay, in the

1 representative's discretion, a settlement amount recommended by the
2 settlement judge up to the plaintiff's prayer (excluding punitive damage
3 prayers), or up to the plaintiff's last demand made prior to the
4 settlement conference, whichever is lower.¹

5
6 The purpose of this requirement is to have representatives present
7 who can settle the case during the course of the conference without
8 consulting a superior. ANY VIOLATION OF THIS REQUIREMENT WILL CAUSE THE
9 COURT TO CANCEL THE SETTLEMENT CONFERENCE. IN ADDITION, COUNSEL AND/OR
10 THE PARTY WHO VIOLATE THIS ORDER MAY BE SUBJECT TO SANCTIONS.

11
12 Either at a telephonic conference prior to the date of the
13 settlement conference (which will only take place if the Court requests
14 such a telephonic conference) or at the beginning of the settlement
15 conference, the Court will ask each counsel to identify who will appear
16 on behalf of the party. Even if your client is located outside the
17 Central District of California, the client will be expected to appear in
18 person.

19
20 Any relief from this requirement may only be granted by the Court,
21 following a motion or ex parte application from the party seeking
22 relief. Relief from this requirement will rarely, if ever, be granted
23 and only upon a showing of exceptional good cause.²

24 _____
25 ¹ This rule does not apply to cases involving pro se plaintiffs.
26 However, Defendant must have a representative present with appropriate
authority to settle the case.

27 ² The provisions of Local Rule 16-14.5(b) are inapplicable to
28 this Order. Parties may only appear by telephone with prior approval of
the Court. Only the United States, its agencies or employees are

1 4. If Board approval is required to authorize settlement, the
2 attendance of at least one sitting and knowledgeable member of the Board
3 (preferably the Chairman) is absolutely required.

4
5 5. Counsel appearing without their clients (whether or not
6 counsel purportedly have been given settlement authority) will cause the
7 settlement conference to be canceled and rescheduled. The noncomplying
8 party, attorney, or both, may be assessed the costs and expenses
9 incurred by other parties as a result of such cancellation and
10 rescheduling.

11
12 6. Any insurance company that is contractually required to defend
13 or to pay damages assessed within policy limits also should have a
14 settlement representative present at the conference. Such
15 representative must have final settlement authority to commit the
16 company to pay, in the representative's discretion, an amount
17 recommended by the settlement judge within the policy limits. The
18 purpose of this requirement is to have an insurance representative
19 present who can settle the outstanding claim or claims during the course
20 of the conference without consulting a superior. An insurance
21 representative authorized to pay, in his or her discretion, up to the
22 plaintiff's last demand made prior to the settlement conference will
23 also satisfy this requirement. Counsel of record will be responsible
24 for timely advising any involved non-party insurance company of the
25 requirements of this Order.

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27 _____
28 entitled to rely upon Local Rule 16-15.5(b).

1 7. The settlement judge may, in her discretion, converse with the
2 lawyers, the parties, the insurance representatives, or any one of them
3 outside of the hearing of the others. The comments of the judge during
4 such separate sessions are not to be used by counsel in settlement
5 negotiations with opposing counsel. This is a necessary requirement in
6 order to avoid intentional or unintentional misquotation of the judge's
7 comments. Violation of this policy may be misleading and therefore a
8 hindrance to settlement.

9
10 8. Prior to the Settlement Conference, the attorneys are directed
11 to discuss settlement with their respective clients and insurance
12 representatives, so that the parameters of possible settlement will have
13 been explored well in advance of the Settlement Conference. At the
14 Settlement Conference, each party shall be fully prepared to discuss all
15 economic and non-economic factors relevant to a full and final
16 settlement of the case.

17
18 **In addition, the Court ORDERS that the following occur prior to the**
19 **settlement conference:**

20
21 20 days prior to the date of the conference, Plaintiff must serve
22 a detailed written demand on Defendant[s];

23
24 15 days prior to the date of the conference, Defendant[s] must
25 serve a detailed written counter offer to Plaintiff[s];

26
27 12 days prior to the date of the conference, Plaintiff[s] must
28 serve a written Reply to the Counter Offer;

1 The settlement statements of each party must include a summary of
2 the history of these exchanges. Parties who fail to timely serve
3 written demands and counter offers will very likely be subject to
4 sanctions.

5
6 9. No later than five (5) court days prior to the conference,
7 each party shall submit a Settlement Conference Statement directly to
8 the chambers of Magistrate Judge Segal (312 N. Spring St., Room 324) or
9 fax to (213) 894-4368. The parties shall serve the Statements on all
10 relevant parties in the action on the same date. The Statements should
11 not be filed with the Clerk of the Court and they will not be made part
12 of the case file. The Statements shall be double-spaced and shall not
13 exceed ten (10) pages in length. Parties may attach exhibits that are
14 relevant to settlement discussions.

15
16 The parties respective Settlement Conference Statements shall
17 include the following:

18
19 A. A brief statement of the facts of the case, including the
20 party's claims and defenses. The statement should include citations to
21 the applicable statutory or other grounds upon which claims or defenses
22 are based. This statement should identify the major factual and legal
23 issues in dispute, and cite any controlling authorities.

24
25 B. An ITEMIZED STATEMENT OF THE DAMAGES claimed, and of any
26 other relief sought. This is one of the most critical aspects of the
27 party's statement. Any statement which omits an itemized statement of
28

1 damages will be considered a violation of this Order and may subject the
2 party to sanctions.

3
4 C. A summary of the proceedings to date, including any case
5 management dates/deadlines already set by the District Judge.

6
7 D. A history of past settlement discussions, offers and
8 demands, **INCLUDING THE DEMANDS/OFFERS DESCRIBED IN PARAGRAPH 8.**

9
10 10. Each party shall also prepare a Confidential Addendum to
11 Settlement Conference Statement, which shall be delivered directly to
12 Magistrate Judge Segal only, along with the Settlement Conference
13 Statement. The Confidential Addendum shall not be filed with the Court
14 or served upon the other parties. The Confidential Addendum shall
15 contain:

16
17 A. A forthright evaluation of the party's likelihood of
18 prevailing on each of its claims and/or defenses.

19
20 B. The approximate amount of attorney's fees, time and costs
21 expended to date, and an estimate of the fees, time and costs to be
22 expended for (i) further discovery, (ii) pretrial and (iii) trial.

23
24 C. The party's evaluation of the terms on which the case
25 could be settled fairly, taking into account the litigation position and
26 settlement position of the other side.

1 11. In the event both parties agree that a settlement conference
2 at this point in the litigation would not be meaningful, after the above
3 described steps are completed, the parties are instructed to telephone
4 Judge Segal's courtroom deputy clerk at (213) 894-0958 and inform her of
5 this information. The Court will then hold the settlement conference
6 telephonically and will notify the parties of the date of the telephonic
7 conference.

8
9 12. Any failure of the trial attorneys, parties or persons with
10 authority to attend the conference will result in sanctions to include
11 the fees and costs expended by the other parties in preparing for and
12 attending the conference. Failure to timely deliver a Settlement
13 Conference Statement and Confidential Addendum, or otherwise comply with
14 this Order, will also result in sanctions being imposed.

15
16 13. At the commencement of the conference, each party through
17 counsel may be required to make an oral presentation (not to exceed 10
18 minutes) of the relevant facts and law, in the presence of all parties
19 and counsel. Counsel should have available for the Court's review
20 copies of all critical documents (i.e., pleadings, declarations or
21 witness statements, business records, personnel files, etc.) in the
22 case, as well as copies of all important witnesses' deposition
23 transcripts, if a party believes such documents will assist in the
24 evaluation of the case. If a party's settlement position is predicated
25 on the recoupment or recovery of attorney's fees and/or costs, then its
26 counsel should have available for the Court's review copies of billing
27 records substantiating both the time expended and the expenses incurred.

14. If settlement between any or all parties is reached as a result of the Settlement Conference, it is the responsibility of all counsel to immediately report the settlement to the District Judge's courtroom deputy clerk, as well as to timely memorialize the settlement. See Local Rule 16-14.7.

15. All papers submitted for the Settlement Conference will either be returned to the parties or destroyed by the Magistrate Judge, after the settlement proceedings are concluded, unless the parties agree otherwise.

DATED:

/S/

SUZANNE H. SEGAL
UNITED STATES MAGISTRATE JUDGE